

**Established February, 1845.**

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PRICE, \$2 PER MONTH

## Shipping



## For Sale.

**MacEwen, FRIKEL & Co.**  
VICTORIA EXCHANGE,  
QUEEN'S ROAD CENTRAL.

# **HAVE FOR SALE** THE FOLLOWING **STORES.**

York HAMS.  
Roll BUTTER.  
Toposin BUTTER.  
French BUTTER.  
Err's COCOA.

VAN HOUTEN'S COCOA.

Picnic TONGUES.

MAKEREL in 5th Tins.

BAISINS and CURRANTS.

Crystallized FRUITS.

SAVORY & Mosaic's New Infant FOOD.  
BARNES & Co.'s JAMS.  
Potted MEATS.  
FATE DE FOIS GRAS.  
Swiss MILK.

BORDEN'S

CONDENSED MILK.

COOKING STOVES.

KEROSENE LAMPS.

WINES, &c.

GILBERT'S Sparkling SAUMUR, Pils. & Qls.

SACON'S MANZANILLA.

SACON'S Old Invalid PORT.

Old Bourbon WHISKY.

BORKE'S Old Irish WHISKY.

Royal Glendee WHISKY.

MARSALA.

&c., &c., &c.

THE USUAL ASSORTMENT

of

**OILMAN'S STORES,**

at the

Lowest Possible Prices

FOR CASH.

**MacEwen, FRIKEL & Co.**

Hongkong, February 10, 1886. 280

## **Intimations.**

**GRIFFITH'S**

NEW VIEWS OF HONGKONG

AND

**GRIFFITH & Co.,**

MANUFACTURERS

OF THE

**LONDON BRATED WATERS,**

1, DUDDELL STREET,

Continue to Supply:

SODA WATER, LEMONADE,

SHRUBBERY, GINGERBREAD,

SACCHARIN, RASPBERRY,

&c., &c., &c.

At the same Moderate Charges.

Hongkong, June 9, 1886. 957

**JARDINE, MATHESON & Co.'s PIER**

AND GODOWNS.

**STEAMERS AND SAILING VESSELS**

ARE BEACHED AT THE PIER, at the following Rates of Wharfage, viz.:

Coast Steamers and Sailing Vessels

under 300 ft. over all 850

Other Steamers under 300 ft. 950

Do. over 300 ft. 975

Cargo is landed and stored at thirty cents

per ton weight or measurement, and

free storage for seven days, or is delivered

into craft or ship at the Pier for half that

rate.

For the convenience of Coast and other

Steamers using the Pier, Cargo will be

received into Godown from Shippers, and

stored, free of rent, for seven days previously

to the departure of the Steamer by which

it is to be shipped. Receipts will be

granted.

Cargo will be reloaded, or delivered into

craft, at any of the principal wharves, or

from three to eight cents per package.

Coal can be supplied to Steamers at the

Pier or elsewhere in the Harbour at market

rates. Quick despatch guaranteed.

Advances made on Cargo stored and Fire

Insurance effected if desired.

**JARDINE, MATHESON & Co.,**

General Agents.

Hongkong, May 17, 1886. 982

**SAILOR'S HOME.**

Any Card of Commendation, Books, or

## **Notices to Consignees.**

**UNION LINE**

**NOTICE TO CONSIGNEES.**

**FROM LONDON, PENANG AND**

**SINGAPORE.**

**THE Steamship Euphrates, Captain**

**MITCHELL, having arrived from the**

**above Ports, Consignees of Cargo are hereby**

**requested to send in their Bills of Lading to**

**the Undersigned for countersignature, and to**

**take immediate delivery of their Goods**

**from alongside.**

Cargo impeding the discharge of the

Steamer will be at once landed and stored

at Consignees' risk and expense, and no

Fire Insurance will be forwarded on to

JAPAN, unless notice to the contrary be

given before 5 p.m. To-day, the 12th inst.

All Claims against the Steamer must be

presented to the Undersigned on or before

the 22nd instant, or they will not be

recognised.

**RUSSELL & Co.,**

Agents.

Hongkong, June 12, 1886. 1155

**Not Responsible for Debts.**

**Neither the Captain, the Agents, nor**

**Owners will be Responsible for any Debt**

**contracted by the Officers or**

**Crew of the following Vessels, during**

**their stay in Hongkong Harbour:**

**ABDIE CHRYSE, American barque, Capt.**

**B. G. Penlington.—Order.**

**ALFRED WATTS, American ship, Capt. E.**

**A. Hyler.—Douglas Lapraik & Co.**

**ALBERT ROWE, Hawaiian brig, Captain J.**

**Phillips.—Captain.**

**ALMA, German barque, Capt. R. Albert.**

**Melchers & Co.**

**BENEDICT, British steamer, Captain Robt.**

**Farquhar.—Gibb, Livingston & Co.**

**BOYD, Norwegian barque, Captain O.**

**Henrikson.—Tong Sang Wo.**

**CHARLES DENNIS, American ship, Capt.**

**L. Allen.—Order.**

**E. J. SPENCE, British barque, Captain J.**

**H. Gill.—Order.**

**F. H. DREWS, German barque, Capt. A.**

**H. Rothbart.—Captain.**

**FRED. P. LITREPHOLD, American barque,**

**Capt. Saml. B. Little.—Order.**

**GLADSTONE, British ship, Capt. R. F.**

**Dennison.—Melchers & Co.**

**HALLGREN, British ship, Captain R. F.**

**Dutton.—Russell & Co.**

**HENRY S. SANFORD, American ship, Capt.**

**G. W. Penlington.—Adams, Bell & Co.**

**J. D. PETERS, American ship, Capt. G.**

**A. Lano.—Messageries Maritimes.**

**JOHN M. BLAIR, British ship, Capt. D.**

**F. Faulkner.—Melchers & Co.**

**LEONORA, Austro-Hungarian ship, Capt.**

**G. Morosan.—Melchers & Co.**

**LOANDA, British ship, Capt. A. J. Scott.**

**Butterfield & Swire.**

**MADRAS, British steamer, Captain H.**

**Plenge.—Siemssen & Co.**

**OASIS, American ship, Captain Dillon.**

**Melchers & Co.**

**PORT JACKSON, British steamer, Capt. G.**

**R. Huddy.—Adams, Bell & Co.**

**WANDERING MINSTER, Br. barquentine**

**Capt. Hyde n.—Arnhold, Karberg & Co.**

**DAVID SASSOON, SONS & Co.,**

**Agents.**

Hongkong, June 15, 1886. 1167

## **To-day's Advertisements.**

**NOTICE TO CONSIGNEES.**

**FROM CALCUTTA, PENANG AND**

**SINGAPORE.**

**THE Steamship Euphrates, Captain**

**MITCHELL, having arrived from the**

**above Ports, Consignees of Cargo are hereby**

**requested to send in their Bills of Lading to**

**the Undersigned for countersignature, and to**

**take immediate delivery of their Goods**

**from alongside.**

Cargo impeding the discharge of the

Steamer will be at once landed and stored

at Consignees' risk and expense, and no

Fire Insurance will be forwarded on to

## **To-day's Advertisements.**

**THEATRE ROYAL.**

**CITY HALL, HONGKONG.**

**POSTPONEMENT**

**OF TO-NIGHT'S**

**REMYNY CONCERT.**

**THE Management regret to announce**

**that, owing to the late arrival of the**

**Company, TO-NIGHT'S CONCERT IS**

**UNAVOIDABLY POSTPONED UNTIL**

**TO-MORROW (WEDNESDAY).**

**PRICES OF ADMISSION:**

Dress Circle ..... \$3.00

Stalls ..... 2.00

Back Seats ..... 1.00

**Navy and Military in Uniform half price**

**to Second and Back Seats.**

**Plan of Hall now open at Messrs KELLY**

**& WALSH'S, LIMITED, where Seats may be**

**secured.**

**Manager, FRANK WESTON.**

**Agent, J. J. FOSTER.**

Hongkong, June 15, 1886. 1168

## **THE GIBB LINE OF STEAMERS.**

**FOR SYDNEY AND MELBOURNE,**

**and Ports in NEW ZEALAND.**

**The Steamship**

**McBeth, Capt. J. S. Wood, will be**

**despatched as above at**

**Noon on THURSDAY NEXT, the 17th**

**Instant.**

**For Freight or Passage, apply to**

**GIBB, LIVINGSTON & Co.,**

**Managers.**

Hongkong, June 15, 1886. 1165

## **FOR SINGAPORE, PENANG AND**

**CALCUTTA.**

**The Steamship**

**Japan, Capt. T. S. GARDNER,**

**will be despatched for the**

**above Ports on TUESDAY, the 22nd Inst.,**

**at 3 p.m.**

**For Freight or Passage, apply to**

**DAVID SASSOON, SONS & Co.,**

**Agents.**

Hongkong, June 15, 1886. 1163

## **SHIPPING.**

**ARRIVALS.**

**June 14, 1886.**

**Mark Lane, British str., 1,364, Robert**

**Porter, Saigon June 9, Rice.—ROSEN &**

**Co.**

**June 15.**

**Tanballe, British steamer, from Wham-**

**poa.**

**Canton, British steamer, from Wham-**

**poa.**

**Yankee, British steamer, from Wham-**

**poa.**

**Rohila, British steamer, 2,231, W.**

**Barrett, Bombay May 29, and Singapore**

**June 10, Mails and General.—P. & O. S.**

**N. Co.**

**Verona, British steamer, 1,865, M. De**

**Horne, Shanghai June 12, Mails and**

**General.—P. & O. S. N. Co.**

**Japan, British steamer, 1,865, T. S.**

**Gardner, Calcutta May 29, Penang June 6,**

**and Singapore 9, 33 chests Opium, 1,509**

**bags Gunnies, 2,430 bags Saltpeetre and**

**10,600 pkgs. Sundries.—DAVID SASSOON,**

**Sons & Co.**

**Verona, German steamer, 396, E. Aereboe,**

**Manila June 10, General.—BRANDAO & Co.**

**Christbrook, British steamer, 573, R. Cass,**

**Taiwan June 14, General.—**

**DOUGLAS STEAMSHIP CO.**

**Juliana, German steamer, 428, H. Binge,**

**Pakhoi June 11, and Hoihow 12, General.**

**WILHELM & Co.**

**Ripido, Italian cruiser, from Whampoa.**

**DEPARTURES.**



SUPREME COURT  
IN ORIGINAL JURISDICTION.

(Before Acting Chief Justice Russell.)

Tuesday, June 15.

W. MCGREGOR-SMITH & LI YUEN SUGAR  
REFINERY COMPANY—\$3,829,500.This was a claim for commission on a loan  
alleged to have been negotiated by the  
plaintiff for the defendant Company.The Acting Attorney General, instructed  
by Messrs Wotton and Deacon, appeared  
for the plaintiff, and Mr. A. J. Leach, and  
Mr. H. K. Kai, instructed by Mr. Webber (of  
Mr. H. K. Kai), appeared for the defendant.The following gentlemen were present in  
a special jury: Messrs D. B. Crawford, J.  
P. Lambie, H. Stofferfort, A. B. Vacher,  
Thomas Howard, G. A. Wieler, Heinrich  
Hoppe.Mr. McGilchrist, who was called as a  
juror, said the whole matter had been before  
him in the course of his office duties and  
he did not think he could act as a juror  
under these circumstances. His Lordship  
said he was quite willing to accept him unless  
counsel objected. Mr. Leach, however, ob-  
jected, and Mr. McGilchrist was freed. Mr.  
G. R. Lamert was also excused.The Acting Attorney General said this  
was a claim against the Li Yuen Sugar Re-  
finery Company by Mr. McGregor-Smith for  
certain commissions to which he said he  
was entitled. The Company had obtained  
on or about the 24th December, 1885 the  
defendants, being desirous of obtaining a  
large sum of money, entrusted the defend-  
ant to negotiate a loan of \$150,000 over the  
whole of defendants' property, for which he  
was to receive \$5,000, the time given to him  
being seven days. The Company had obtained  
the loan, but on or about the 2nd January  
the plaintiff negotiated a loan of \$115,000  
from Messrs Jardine, Matheson & Co.,  
which was to be secured on the whole of the  
premises, buildings, stock, plant and ma-  
chinery of the company. The defendants  
agreed to accept the loan, which was for a  
period of one year and bore interest at the  
rate of 10 per cent. They also agreed to  
reimburse the plaintiff at the same rate as  
on the previous commission they gave him  
for \$150,000. He therefore claimed the  
sum of \$3,829,500, being 3 per cent. on the  
\$115,000, with interest at 8 per cent. per  
annum from the 9th February 1886. For the  
defence the letter authorizing Mr. Smith to  
negotiate a loan of \$150,000 was quoted. This  
letter was to the following effect:—We  
authorize you to negotiate a loan to the ex-  
tent of \$150,000 for a period of one year on  
the whole of the Li Yuen Sugar Refinery  
Company's property situated at the corner of  
the 9th February 1886. The rate of  
interest to be submitted to us before settle-  
ment. The Li Yuen Sugar Refinery Com-  
pany is to have the option of repaying the  
amount at any time within the year and in  
case of repayment before the expiration of  
the year interest was to be charged for the  
time the loan was used. The time  
allowed you to negotiate the above loan is  
to expire within seven days from this and  
if it is not carried through you will have no  
claim against us. If you carry through the  
above loan we authorize you to deduct  
\$5,000 for your service. It was further  
stated that the Company authorized the  
plaintiff to negotiate the loan of \$150,000,  
but that he failed to secure that loan or  
a loan of \$115,000 or any loan what-  
ever, and they denied that the plaintiff was  
entitled to any remuneration. The Acting  
Attorney General then stated the nature of  
his case. Mr. McGregor-Smith had been  
entrusted to get a loan of \$150,000 for the  
defendant Company. He found, however,  
he could not get the amount but could  
procure \$115,000. After he was sure he  
could get this sum from Messrs Jardine,  
Matheson & Co. he went to see the directors  
of the defendant Company and he ob-  
tained from them a letter, whereby he was  
authorized to negotiate that loan. It would  
be further proved that Messrs Jardine,  
Matheson & Co. agreed to advance the money  
on the terms then offered to them. Upon  
the evidence of the letter requesting the  
loan, and the fact that Messrs Jardine,  
Matheson & Co. did promise and bind  
themselves to advance this money, he con-  
tended that his claim was entitled to get  
his commission. He then cited quotations  
to show the law on the case, submitting that  
when material necessary for the obtaining of  
the advance was procured, the commission  
was earned. The contract was completed  
on the part of the plaintiff when he procured  
a person willing to lend the money.Mr. W. McGregor-Smith, who was the  
plaintiff in the suit. He was employed on  
the 24th December to try if possible to  
procure a loan of \$150,000. He received a  
written authorization to that effect. In  
virtue of that authorization he tried to pro-  
cure the loan, but he did not succeed. He  
went to see them next day and told them he  
could not secure \$150,000, but he said he  
could procure a smaller amount. He saw  
at that time Charlie and Asam. They did  
not accept the smaller amount at the time,  
but about the second of January he said to  
these two, he could get \$115,000 on the  
same security, as that mentioned in the  
letter. They said that all he could pro-  
cure and he said 'Yes, they then said  
they would accept of the sum. Mr. Wick-  
ing had seen them before on the same subject.  
He then went to get the loan and succeeded,  
and told the directors he had succeeded in  
getting the loan. Before going to tell them  
he had secured the money he had asked for  
an authority. They did not give him the  
authority, but Mr. Wickling gave him a letter  
addressed to Messrs Jardine, Matheson & Co.,  
it being addressed to them on his advice.  
This letter was to the effect that the Com-  
pany applied for advance of \$115,000 on the  
security of their property at Borrowdale  
for the period of 12 months at 10 per cent.  
per annum, the mortgage to be on the build-  
ing, &c. He took the letter to Mr. Dear  
and saw at the time Mr. Keewick and nego-  
tiated the loan with Mr. Keewick. This was  
on the 4th of January on a Monday. He  
thought. The second was a Saturday. He  
went twice on that day to Messrs Jardine,  
Matheson & Co. but did not get Mr. Keewick.  
He received from Messrs Jardine,  
Matheson & Co. a letter of the 6th January,  
accepting the loan, which was addressed to  
the Li Yuen Sugar Refinery Co. He took  
the letter to the directors and they said it  
was all right. His commission on the new  
loan was first mentioned on the 2nd January,  
when he said to the two directors that  
his commission must be in the same propor-  
tion as for the larger amount. They said  
it was all right. On the 9th January Asam  
and Charlie came to see him at the Hotel  
Hotel. He said to them that he had secured  
it if he could not possibly reduce the com-  
mission. He said, 'No. He told them he  
had a great deal of trouble and that they  
were only too anxious to get the money,  
and he did not see why they should ask  
him to reduce it. They then asked if he  
would accept of a promissory note and he  
said he would. He did not, however, get  
his promissory note. He heard that the  
loan was not put through. He left soon  
afterwards. He was never asked after get-  
ting the letter to do anything more about  
the loan. Nothing was said about the  
loan any more until the first letter was  
sent to the directors. He said that he was  
not required.get it quickly. Nothing was said about  
him not getting the commission if the loan  
was not contracted. He was solely con-  
nected with the getting of the loan. In  
fact he had heard they had tried to get it  
themselves and had not managed it. He  
had a good deal to do with Messrs Jardine,  
Matheson & Co. He had never agreed to  
any amount of his claim, and considered  
he had done everything to entitle him to  
his commission.Cross-examined by Mr. Leach—He had  
signed the petition, and had no doubt  
he had read it through before signing.  
Mr. Wickling was the letter, because for  
two years he appeared to be the manager.  
Mr. Wickling is a gentleman and a merchant.  
He thought he was a commission mer-  
chant. The interviews he had were with  
the directors and Mr. Wickling. Between  
the 1st January and the 9th January he had  
about twenty interviews with the directors,  
seeing sometimes Charlie and sometimes  
Asam and once or twice Mr. Wickling. Mr.  
Wickling he did not think was present at  
any time when his commission was men-  
tioned. As soon as he told them he could  
get \$115,000 he told them he could get  
from \$110,000 to \$115,000, and told them  
they had better say \$115,000. On the 2nd  
January Mr. Wickling told him that the  
directors were pleased to get \$115,000 and  
said he could get me the written authority  
and he requested him to give the letter to Mr.  
Dear. He got the written authority of the 1st, when  
he had actually got the \$115,000, that the  
arrangement as to his commission was made.  
It was between four and five o'clock in the  
afternoon in the house called Charlie's house  
in Bonham Street. Charlie, Asam and he  
thought Li Yuen Sam were present, and Mr.  
Wickling was present. The object for him  
to go that afternoon about the loan. Chan-  
lie told him that the Chartered Bank was  
just in the act of taking possession of the  
Sugar House, and that if they did not get  
the money to pay off the bank they were  
done or finished. He told them he could get  
\$115,000 and he must have written authority  
and his commission must be in the same  
proportion as on the \$150,000. They  
agreed to that. He was not going on the  
terms of the first agreement. It was virtu-  
ally wiped out. He based his claim upon  
the verbal agreement that he was to pro-  
cure \$115,000 for one year and at commission  
of 3 per cent. There was also a conversa-  
tion about selling the Sugar Company.  
He sent in two written offers to buy on  
his own account the Sugar House. That was  
weeks before the loan was talked about.  
He never said his commission was a  
thing, and that he could easily  
sell the Company for \$450,000, but  
then he would get \$50,000 commission.  
Charlie suggested he should go to  
London and sell the Company, and he told  
him he could not expect to get \$450,000 for  
a Sugar House that only cost \$300,000.  
In the letter agreeing to advance the loan  
from Messrs Jardine, Matheson & Co. and  
to take to the directors, there was no  
mention made of his commission because  
that was settled before. It was on the  
9th of January when he saw the directors  
in the Victoria Hotel that he spoke about  
the selling of the Company. It was then  
that he asked him to reduce his commis-  
sion and accept a promissory note. The  
directors then stayed with him from about  
eight o'clock in the evening to about mid-  
night. He did not say his commission was  
a small 'pigskin' in fact he considered it to  
be a very big 'pigskin' for him. The prom-  
issory note was spoken about before that  
meeting.Mr. Harry Wickling said he refused to com-  
mit himself to any statement. He was a com-  
mission merchant. He had been one of the shareholders  
of the Lee Yuen Sugar Refinery Co. He had  
the importation of the machinery and at-  
tached to the foreign business and the ex-  
portation of sugar to the Colonies, but had  
nothing to do with the Hongkong business.  
The directors, however, consulted him  
about the Hongkong business. In the  
month of December last, affairs were in a  
critical position. They wanted a loan of  
\$150,000. The directors asked him to help  
them in the matter. He saw Mr. Smith,  
but Mr. Smith would do nothing without  
written instruction. He gave the letter of  
24th December to Mr. Smith. A few days  
after Mr. Smith said he could not get  
\$150,000, but could get a smaller amount,  
and he asked him to reduce his commis-  
sion. He was asked to reduce his commis-  
sion as to how much could be ob-  
tained. Mr. Smith said he could get \$115,000,  
or he felt very certain of it. Mr. Smith  
said that if he negotiated the loan for the  
smaller amount his commission would be  
at the same rate. He told the directors  
that the Chinese and the New Year was  
near. It was left an open question as to  
whether they would accept the smaller loan.  
In the second instance, Mr. Smith said he  
was certain he could get the loan and asked  
that the letter be addressed to Messrs  
Jardine, Matheson & Co. He told them  
Mr. Smith wanted his commission on the  
loan, and that the directors had agreed to  
clearly understood when they signed the  
letter asking the loan what Mr. Smith's  
terms were. After signing the letter, which  
they did after some consideration, they  
gave the letter to him and to the best of  
his recollection they made no objec-  
tion to the thing to ask Mr. Smith after the  
wards they pressed him to reduce his  
commission. He never saw Mr. Smith.  
He thought he heard from one of the di-  
rectors that Mr. Smith was agreeable to  
receive a promissory note. The directors  
thought that as the loan had not been re-  
ceived, the directors had not been entitled  
to receive his commission. He knew that  
Messrs Jardine, Matheson & Co. agreed to  
advance the money. The money was not  
advanced because the defendants did not  
require it. Two or three days after the  
2nd of January he thought there were  
some negotiations for the sale of the Com-  
pany, and the directors were not pressing  
the money. The directors never told him that  
they had asked Mr. Smith to reduce his  
commission. They asked him to get Mr.  
Smith to reduce his commission, but he  
declined, as he thought it was a contemptible  
thing to ask Mr. Smith after having put  
himself to all the trouble he had had to do.  
He told the directors he thought that it  
was a contemptible thing.Cross-examined—Mr. Smith was to re-  
ceive the money and was to deduct his  
commission from it. He recollected some-  
thing being said about selling the Company.  
He did not remember meeting Mr. Smith with  
the directors on 1st January, but there  
might have been a meeting. It was true  
that the Chartered Bank was not pressing  
the Company about that time. He did not  
know when they actually took possession.  
When those negotiations for a loan were  
going on he heard that there was a Chinese  
syndicate being formed to buy the Com-  
pany. He believed that the directors gave  
him a letter when they did not take up the  
loan was that it was not for one year.  
He never knew the true grounds. They  
never told him what was really going on.  
He was led to believe it was doing well  
when it was in a bad way. In fact he had  
been misled all through. He did not think  
of leaving Mr. Smith. He was misled by  
the directors who ran away. Negotiations  
were going on for selling the Company, but  
they would not tell him, although he found  
it out little by little. His impression then  
was that he had been misled. He was not  
misled, but he was misled because the money  
was not required.By Mr. Onslow—It was the directors  
who gave it out to the public that the loan  
was not carried through because it was not  
for one year.The evidence of Mr. Dear was then read.  
He said he was called up to the office of Mr.  
Keewick, the senior partner of the firm.  
At the time he was called upon by Mr. Keewick  
Smith was in the office. Mr. Keewick asked  
whether the Hongkong Fire Insurance Com-  
pany had any funds to invest. After Mr.  
McGregor-Smith had gone out, Mr. Keewick  
told him that Mr. Smith had been en-  
deavouring to obtain an advance on the  
property of the Li Yuen Sugar Refinery  
Company. He saw Mr. Smith in the office  
who handed him the letter asking for the  
loan, and after consulting with the Insurance  
Co., he handed Mr. Smith, on the 6th Janu-  
ary a letter to the effect that on the security  
of the property they agreed to advance  
the money subject to the title deeds and  
everything connected therewith being found  
in order. He had no communication direct  
with the Li Yuen Sugar Refinery Company.  
The loan was agreed to be advanced  
through the instrumentality of Mr. Smith  
and the Li Yuen Sugar Refinery Company  
through no one else. He saw Mr.  
Deacon of the Li Yuen Sugar Refinery  
Company. He saw Mr. Smith in the office  
who handed him the letter asking for the  
loan, and after consulting with the Insurance  
Co., he handed Mr. Smith, on the 6th Janu-  
ary a letter to the effect that on the security  
of the property they agreed to advance  
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The loan was agreed to be advanced  
through the instrumentality of Mr. Smith  
and the Li Yuen Sugar Refinery Company  
through no one else. He saw Mr.  
Deacon of the Li Yuen Sugar Refinery  
Company. He saw Mr. Smith in the office  
who handed him the letter asking for the  
loan, and after consulting with the Insurance  
Co., he handed Mr. Smith, on the 6th Janu-  
ary a letter to the effect that on the security  
of the property they agreed to advance  
the money subject to the title deeds and  
everything connected therewith being found  
in order. He had no communication direct  
with the Li Yuen Sugar Refinery Company.Mr. Deacon said he was solicitor for the  
Hongkong Fire Insurance Co. and he acted  
for the Li Yuen Sugar Refinery Company  
at various stages of this matter. All the property  
of the Li Yuen Company, land, stock, plant  
and buildings were in mortgage to the  
Chartered Bank for about a lakh of dollars.  
On the 7th January, he received instruc-  
tions from Messrs Jardine, Matheson &  
Deacon to prepare the deeds for the paying off  
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